BANGALORE CITY MUNICIPALITY.

Notice dated 20th May 1919.

1. Notice is hereby given that the privilege of collecting tolls for one year, from 1st July 1929 to 30th June 1930 on vehicles and animals entering the City at the undermentioned toll-gates, including a radius of 2 furlongs from each gate, will be sold by public auction in the Office of the Municipal Council on Wednesday 5th June 1929 from 12 to 4 P.M.

1. Mysore road toll-gate.
2. Magadi road toll-gate.
3. Subedar Chattram road toll-gate.
4. Bellary road toll-gate.
5. Hosur road toll-gate.
6. Upparahalli cart-trac toll-gate.
7. Kankanhalli road toll-gate.
8. Sampige Avenue road toll-gate.
9. Toll-gate at the Turkarpalya railway level crossing.
10. Halsur toll-gate.
11. Yalahanka toll-gate.
12. Railway Station toll-gate.
13. Goods Gate toll-gate.
14. Upparahalli cross.
15. Hosur cross.
16. High Ground Ooked.
17. Lalbagh cross.
18. Hebbal cross.
19. Magadi cross.
20. Gavipur cross.
21. Mysore cross.
22. Ricky cross.

2. The highest bidder is required to deposit on the spot an amount equal to ¼th of the amount of his bid failing which the item will be resold at the risk of the original bidder.

3. The Municipal Council reserves to itself the power of refusing or accepting the highest or any bid that may be offered.

4. Partnership in the contract may be allowed, if duly declared at the time when the bid is made, on condition that each partner is jointly and severally responsible for the whole amount of bid.

5. The contractor whose bid is accepted shall execute a contract bond on a proper stamp paper in the form annexed, within ten days of intimation of acceptance of his bid.

6. Failure to comply with any of the conditions subject to which the bid is accepted or the withdrawal or cancellation of the bid, shall render the earnest deposit liable to forfeiture and the contract liable to resale at the risk of the contractor.

7. Subject to the terms of the bond, the successful tenderer is empowered to recover tolls in the manner prescribed by sections 59, 78 and 79 of the Municipal Regulation, VII of 1906 and amendments on his own responsibility and at his own cost. The contractor is bound to pay the full contract amount in nine consecutive monthly instalments, the first instalment being due by the 5th July 1929 and subsequent instalments to be paid on or before the 5th of each month.

8. If the instalments are not paid regularly as prescribed above, the contract becomes liable to be resold at the option of the Municipal Council and all losses accruing therefrom will be made good by the contractor.

9. Any instalment that may not be paid on or before the prescribed date shall be charged with interest at 12 per cent per annum.

10. The contractor is bound to levy no tolls other than those mentioned in the schedule annexed, and other than the places specified in para 1 above and to conform to the rates therein laid down on pain of being prosecuted criminally and forfeiting his contract for contravening the terms of the same.

Further, the contractor will be bond to refund to the Municipal Council so much of the amount as he might have collected on vehicles and animals exempted from payment of toll, on production of a certificate from any or all of the authorities specified in the note under this notification.

11. The contract shall not be sublet or transferred without the consent of the Council and where such consent shall have been given, the original or principal contractor shall nevertheless remain jointly responsible for all amounts due under the contract.

12. The contractor will have the use of existing *toll houses* and gates and he will be required to keep them in good and substantial repair and condition at his own cost and shall not use them otherwise than as such.

13. The contractor should not collect toll on carts ladden in with the sandalwood and other forest produce belonging to Government.

14. The carts of the manure contractors coming from outside Municipal limits will be licensed by the Municipality and as such they will be exempted from payment of toll.

SCHEDULE.

		Rs.	a.	p.
On every four-wheeled vehicle with spring	...	0	4	0
Do two-wheeled vehicle do	...	0	2	0
Do cart, jutka and other vehicles drawn by men, bulls, bullocks, horses, asses, or mules (laden)	...	0	4	0
Do do do (not laden)	...	0	2	0
Do buffalo, bull, mule or bullock, laden	...	0	0	6
Do horse over thirteen hands	...	0	1	0
Do horse of or under thirteen hands	...	0	0	6
Do elephant	...	0	8	0
Do camel	...	0	1	0
Do bicycle or tricycle	...	0	2	0
Do motor car	...	0	8	0
Do motor cycle	...	0	4	0
Do rickshaw	...	0	4	0

Explanation.—1. "Laden." An animal is not said to be laden when it is merely accounted for the purpose of being laden or ridden.

Explanation.—2. Tolls are leviable upon vehicles at the above rates irrespective of the means of traction employed, and the payment of tolls in respect of any vehicle covers the animals engaged in drawing it.

Note.—No tolls will be levied on the following :—

(1) Vehicles and animals which are the personal property of Their Highnesses the Maharaja and Yuvaraja, vehicles bearing Municipal numbers either of City or of the Civil and Military Station or possessing passes of the City Municipality, and carriages or carts, and animals, the property of, or employed by the Government or the Municipal Council licensed or registered by the said Council.

(2) All vehicles and animals, (whether owned or hired) used for the passage of troops and of stores and equipages belonging to or reserved for the use of the Military (whether Mysore or British) or Government on their march, or of Military, Civil or Police officers on duty, or of any person or property in their custody; also carrying contractor's carts conveying Excise articles from the Government Central Distillery into the Bangalore City such as arrack, ganja, etc.

(3) All vehicles and animals in respect of which a toll has been levied in the City or in the Civil and Military Station within the period of 24 hours counted from the preceding midnight.

CONTRACT BOND FORM.

This indenture made at Bangalore City this day of 1929 between the Bangalore City Municipal Council (hereinafter called the Lessors which term shall include their successors) on the one part and (hereinafter called the Lessee which term shall include his heirs, successors, executors, administrators and assignees) on the other part.

Whereas in pursuance of the terms of notification dated 20th May 1929, and in consideration of the rent hereinafter reserved and of the covenants and agreements hereinafter contained on the part of the lessee and of the deposit by him of Rs. as security for the due payment of the rent and other sums hereinafter reserved and for the due and faithful performance of the covenants and agreements on his part as hereinafter contained the lessors do hereby grant unto the lessee the privilege to collect, during the year 1929-30, (*i.e.*, from 1st July 1929 to 30th June 1930) the toll leviable under and by virtue of the Sections 59, 78 and 79 of the Mysore Municipal Regulation, VII of 1906 and amendments, upon all vehicles and animals specified in the schedule annexed to the aforesaid notification, and entering the City of Bangalore.

The lessee does hereby agree and covenant under the terms of the aforesaid notification, as follows :—

(1) That he shall and will hold the said lessee granted unto him during the said term and pay therefor regularly a rent or sum of Rs. by monthly instalments of Rs. into the Municipal Treasury at Bangalore City on or before the 5th of each consecutive month commencing from July 1929 and, in default of such regular payment, interest at 12 per cent per annum on overdue instalments.

(2) That he shall and will at his own cost, during the said term, demand, levy and recover payment in the manner provided by the sections aforesaid, of and from all persons liable to pay the same, the tolls on all vehicles and animals entering the city at the toll-gates sanctioned in the aforesaid notification and at rates specified in the schedule annexed as shall not have been otherwise licensed or registered or exempted.

(3) That he shall and will keep proper and correct account in respect of all transactions relating to the lease, and allow inspection of the same by the lessors at any time,

and furnish any monthly statements required and ultimately deliver them up to the lessors on the termination of the contract.

(4) That he shall and will keep the toll-gate, toll-houses, sheds, etc., in good and substantial repair at his own expense and not use them otherwise than as such, and allow their inspection by the lessors at all reasonable times and shall at the end of the contract period deliver up possession of all toll-houses, etc., to the lessors, in the state in which they were handed over to them.

(5) That he shall bind himself to refund to the Municipal Council any sum of money so collected on vehicles and animals certified to have been exempted from payment of toll.

(6) That without the consent of the lessors he shall not assign or sublet the contract or any part thereof or allow any person to interfere in the management or performance of the contract; and that he shall declare the names of all the agents and the servants proposed to be employed in the business of his contract and obtain sanction of the President therefor before appointing them for such purpose.

(7) And the lessee may, on his performing and observing the several covenants and agreements on his part hereinbefore contained, quietly hold and enjoy the said contract without interruption by the lessors, but whenever the lessee shall fail, neglect or refuse to observe, perform, fulfil and keep up to all or any one or part of any of the stipulations herein contained or for any other sufficient reason to be recorded, it shall be lawful for the lessors to put an end to the contract and take such legal or other steps as may be found necessary against the lessee, for the recovery of any rent, or damage, or expenses, and to appropriate the amount of security in respect of rent hereinbefore reserved for other moneys and fines by way of damages payable by the lessee.

In witness whereof the common seal of the Municipal Council for the City of Bangalore has been hereunto affixed and the said has hereunto set his hand this day of 1929.

Lessee

Notice dated 20th May 1929.

Notice is hereby given that the privilege of collecting tolls for one year from 1st July 1929 to 30th June 1930 on vehicles and animals entering the City at the Tumkur Road toll-gate near Munireddipalya, will be sold by public auction at the City Municipal Office on Wednesday the 5th June 1929 and the following days between 12 and 4 P.M.

(1) The highest bidder is required to pay one-forth of the amount of his bid on the spot failing which the item will be resold at the risk of the original bidder.

For other terms and the form in which the mutchalika should be executed, see municipal notification dated 20th May 1929 *re* other toll-gates on the notice board of the Municipal Office.

Notice dated 15th March 1929.

The right of cultivating Malleswaram Sewage Farm will be sold by public auction on Wednesday the 5th June 1929 and succeeding days between 12 and 4 P.M.

2. The lease shall cover a period on one year commencing from 1st July 1929 and ending on the 30th June 1930.

3. The President reserves to himself the power of refusing or accepting the highest or any bid that may be offered.

4. The approved bidder shall be bound by the conditions of a mutchalika in the form appended and shall be required to executive the same within ten days of acceptance of bid intimated or notified in the notice board of the Municipal Office and to make payment of the full sum of the contract on the spot failing which the right will be resold at his risk immediately.

5. When such payment shall not be made, or when the tenderer fails to execute the contract bond within the time fixed, the lease shall be resold at the expense and risk of the tenderer, who shall, however, be not permitted to claim any profit arising from such resale, and the deposits made by him forfeited.

6. The lessee may sink temporary wells with the previous sanction of the Municipal Council.

7. The lessee shall have the sole right to the sewage water from the out-flow channel of the Septic tanks and he shall be given the silt and scourings from the tanks, but on no account can he be allowed to use the in-flowing crude sewage or interfere with the control and working of the Septic tanks.

8. The lessee shall look after and carefully water and maintain any fruit trees that may be planted by the side of foot-paths which shall not be more than eight feet wide on the eastern and western boundaries of the Farm.

9. No trees shall be cut by the lessee, unless he obtains previous permission of the Municipal Council, to whom the proceeds of the sale of such trees go.

10. The lessee shall not transfer his lease.

11. In the event of breach of the above conditions, the Municipality may at once on such event enter upon and take possession of the plot with all structures of erections thereon.

12. The lessee shall, if the Municipality so directs, remove all buildings and any materials, within eight days of the termination of the lease period, provided that he has duly paid all rents, charges and taxes due to the Municipality.

CONTRACT BOND FORM.

The indenture made at the City of Bangalore this.....day of.....1929, between the Bangalore City of the one part and..... .....(hereinafter called the lessee which term shall include his heirs, successors, executors and assignees) on the other part.

Whereas, the said Bangalore City Municipality having agreed to lease for the purposes of cultivation to the said lessee for a term of one year commencing from 1st July 1929, all that plot of ground of 4 acres and particularly known as the Malleswaram Sewage Farm, the said lessee has deposited with the Municipality a sum of Rs. 50, paid up the lease amount of rupees..... .....in full and does hereby agree and covenant :—

1. To hold the said plot subject to the conditions specified herein for a term of one year commencing from 1st July 1929.

2. To pay and discharge all taxes, rates and assessments which become payable in respect of the said premises or erections thereon.

3. To build no structure of permanent nature except such erections and wells as may absolutely be necessary for the lessee to carry on the cultivation of the land.

4. To be responsible for the maintenance of the boundary marks and in default to be dealt with according to law.

5. To surrender and deliver up to the said Municipality at the expiration of this lease, the plot or ground together with all erections and wells thereon unless the Municipality otherwise directs,

and the Municipality do hereby covenant of the lessee, he observing and performing the covenant herein contained and on the part of the lessee to be observed, that he shall and may peaceably hold and enjoy the said premises during the term of three years without eviction or disturbance.

In witness thereof the lessee hereunto set his hand this.....day of..... 1929, before the President or the Municipality.

C. MACHIA,
President, Municipal Council,
Bangalore City.